

**CLERK OF THE BANKRUPTCY COURT  
ONE BOWLING GREEN  
NEW YORK, N.Y. 10004-1408**

**MORRISON & FOERSTER LLP  
1290 AVE OF THE AMERICAS  
NEW YORK N.Y. 10104**

**JAN 26 2013**

**ATT: GARY S. LEE TODD M GOREN  
RE: CASE# 12-12020 RESIDENTIAL LLC  
OBJECTION OF SALE FOR FREE & CLEAR PROCEEDS.  
(SECURED) PROOF OF CLAIM #452 – JULIO PICHARDO (CREDITOR)**

**AS PER SALE OBJECTION TO THE SALE FOR OBTAINING FINANCES FREE  
& CLEAR FROM CLAIMS, I WOULD LIKE TO OBJECT, AS I HAVE SENT MANY  
CORRESPONDENCES ADDRESSING PROOF OF CLAIM # 452 FILED 9/4/2012.  
WITH NO RESPONSE FROM CERTIFIED MAIL REQUESTING ANSWERS TO  
SUCH CLAIM, AS YOUR REPRESENTATIVE SEVERSON & WERSON HAS  
CHOSEN NOT TO RESPOND ON ABOVE CLAIM, OR ADDRESS WHO WILL BE  
RESPONSIBLE FOR SUCH.**

**NO ASSURANCES HAS BEEN MADE TO SALE TO OCWEN OR ANY OTHER  
INSTITUTION OF PARTIES TO TAKE OVER ABOVE CLAIM.**

**I HAVE BEEN DENIED ANY & ALL INQUIRIES THAT PERTAINS TO ABOVE  
ISSUE.**

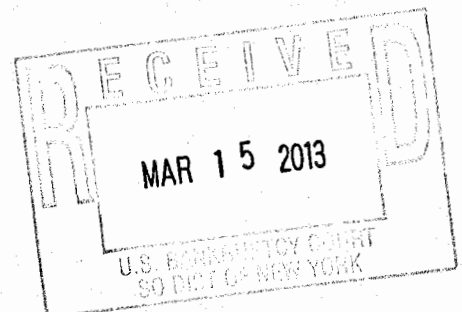
**IT HAS BEEN NECESSARY TO ADDRESS THIS SERIOUS ISSUES IN THIS  
FORM.**

**I HAVE IN ADDITION CONTACTED RESCAP RMBSETTLEMENT.COM WITH  
UNRESPONDED INQUIRIES, AND THE ONLY ANSWERED PHONE CALL  
FROM RESCAPCOMMITTEE WAS THAT THIS WILL GO ON FOREVER INTO  
INFINITY, & NO ONE TO TAKE RESPONSIBILITY FOR CLAIM WHATSOEVER.**

**SHOULD AN ANSWER BE AVAILABLE, DO NOT HESITATE TO ADDRESS  
SUCH WITH ME JULIO PICHARDO. IN RESPONDING, YOU MAY SEND TO E-  
MAIL RJ7SAM1@YAHOO.COM GIVING SPECIFICS, IN ORDER TO  
WITHDRAW OBJECTION. OBJECTION WILL ONLY BE WITHDRAWN BY ME  
PERSONALLY IN WRITING ONLY.**

**THANK YOU FOR YOUR ATTENTION.**

**JULIO PICHARDO.**



**Mrs. Ericka Richards/Morrison & Foerster LLP**  
**1290 Ave Of The Americas**  
**New York N.Y. 10104**

**3/6/2013**

**To: Mrs. Richards**

**Re: case merits/undisputed evidence**

**Mrs. Richards; as per conversation, It has come to my attention that Gmac & Reps may not be interested in finding out how Gmac received mortgage payments & overage payments made by me to maintain mortgage low payment to avoid more financial hardship. It is unclear to me why such must be tolerated to any extend.**

**Following an analysis done in 2011, I proceeded to send the overage amount in a separate money order in the same envelope. In addition several \$400.00 dollars cashiers checks were sent & 250.00. These should have been more than sufficient to avoid an increased mortgage payment. Instead Gmac allowed monthly payment to increase even to date.**

**You may think there is no merit to claim/case but this proves you wrong. According to Gmac, they applied the overage payment sent to principal, while causing montly increased amount. With my financial situation known to Gmac, this would surely cause a default in loan, a perfect formula for foreclosure. This predatory practice has been shown on Bankruptcy court documents. The fashion in which Gmac preferred to apply these payments does determine the outcome of loan.**

**I advise Gamc they should have cured increase then apply the difference as necessary not the other way around, as it cause more hardship.**

**I suggest you present these elements to your as further proof to merits you so point out not finding.**

**A thousand dollar up front payment does provide food for my family of four.**

**You may consult Gmac's Counsel to advise them of these additional practices as declared in court documents.**

**In your response I require you address these issues & requested documents sent to Mr. Krell As per your request to resolve this case. I don't see how issue mat be put off should this be covered up further.**

**All paid cashier's checks will be made available at due time upon your response.**  
**Julio pichardo**

**PROOF OF SERVICE BY ELECTRONIC MAIL**

**1/26/2013**

**THIS CERTIFIES THAT ENCLOSED DOCUMENTS WERE SERVED  
TO INTERESTED PARTIES,**

**CASE 12-12020**

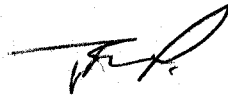
**ENCLOSED EVIDENCE PROCURED BY GMAC COUNSEL & ALL  
OTHER RESPECTIVE REPRESENTATIVES. ENCLOSED  
RECIPIENTS CERTIFIED MAIL SHOWN.**

**GMAC & REPRESENTATIVES APPARENT VIOLATIONS**

**MATTER REQUESTED BE HEARD BEFORE GLENN MARTIN  
FOR RESOLUTION TO CASE/CLAIM 452.**

**SERVED:**

**BY: JULIO PICHARDO**



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SEVERSON & WELSON  
19100 Von Karman Ave Ste 700  
LAINECA 92612  
S&W BOARD DOCS

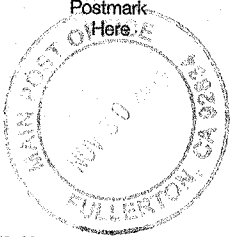
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PS Form 152, May 2002

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Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$3.60	

Sent to  
CMAA Mortgage  
3451 Hammond Ave  
Waterloo IA 50702  
City, State ZIP+4  
PS Form 3800, August 2006 See Reverse for Instructions



## Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: JULIO RICARDO  
1701 E. SUDENE AVE  
Fullerton CA 92831  
PS: Int. calls + notices received

To: CMAA MORTGAGE LLC  
3451 HAMMOND AVE  
WATERLOO IA 50702  
REQ DEMAND FOR INT + NOTICES  
+ CALLS RECEIVED

PS Form 3817, April 2007 PSN 7530-02-000-9065

1000



\$1.15  
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U.S. POSTAGE  
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92834  
MAY 26, 12  
AMOUNT

**GMAC MORTGAGE COMPANY**

**12/20/12**

**ATT: GMAC MORTGAGE**

**AS YOU ALREADY NOW, FOR MORE THAN SIX MONTHS I HAVE TRIED TO CONTACT GMAC CONCERNING MY LOAN. YOU HAVE ADVISED THAT LOAN INFORMATION IS TO BE GIVEN TO ME. PLEASE INFORM WHY NO CONSIDERATION FOR A LOAN PRINCIPAL REDUCTION. THIS PROGRAM HAS BEEN IN EFFECT FOR YEARS. THIS HAS COMPOUNDED AN EXISTING SITUATION WHERE GMAC HAS NOT ADDRESSED NUMEROUS IRREGULARITIES INVOLVING LOAN. COPIES SENT TO REP.**

**AS PER YOUR INSTRUCTIONS NO INFORMATION HAS BEEN GIVEN ME ABOUT MY LOAN. YOU HAVE ADVISED ME TO CONTACT MR. JOEL TAFFAHA YOUR ATOURNEY**

**ENCLOSED PLEASE FIND CERTIFIED MAIL SENT TO YOUR REPRESENTATIVE. SO FAR NO ANSWER HAVE BEEN RECEIVED FROM HIM, EVEN WITH NAIL CERTIFICATION TO SHOW GAMC & REPRESENTATIVE LACK OF RESPONSE.**

**PLEASE NOTE SPRINGBOARD'S INTENT TO RESOLVE ISSUES AS THEY WERE INVOLVED WITH LOAN PREVIOUSLY. THEY HAVE QUESTIONED THE REASON WHY GMAC HAS NEVER ACTED ON PRINCIPAL LOAN REDUCTION AS I HAVE NO MEANS TO OBTAIN REFINACING UNDER MY PERMANENT DISABILITY.**

**THIS HAS BEEN TROUBLING TO ME AS REALISTICTLY THERE IS NO WAY TO OBTAIN SUCH. THEREFORE BEFORE THE MONTH OF DECEMBER IS OUT, I AM TO REQUEST YOU ACT ON THIS MATTER EXPEDICTOUSLY.**

**IN ADDITION I HAVE BEEN INFORMED BY ONE OF YOUR MANAGER THAT GMAC BANKRUPTCY IS BEING RESOLVED BY MONTH'S END & YOUR MANAGER HAS ADVISED TO WAIT UNTIL THEN FOR CONTINUATION FOR SCHEDULED REVIEW. SHOULD YOU DECIDE TO RESOLVE ALL ISSUES BEFORE COURT ACTION RESUME PLEASE ADVISE. SHOULD THIS BE SO, I WILL BE REQUESTING CA ACTION BE CONTINUED, AS THERE IS A PENDING SCHEDULED REVIEW.**

**PLEASE RESPOND REQUEST TO PRINCIPAL ISSUE AS DECEMBER APPROUCHES. YOU MAY EXPEDITE RESPONSE TO 714 447-4207 FAX & ADDITION OF MAIL RESPONSE FOR FILE. PLEASE INFORM SITUATION OF EXISTING LIEN & SHOULD SUBTITUTION BE REQUESTED WILL THERE BE A FEE INVOLVED. ALL INFORMATION IS UNCHANGED AS SHOWN ON FILE. SHOULD YOU WANT TO EXPEDITE FORMS YOU MAY SEND VIA FAX OR E-MAIL TO [RJ7SAMI@YAHOO.COM](mailto:RJ7SAMI@YAHOO.COM).**





**RE: CLAIM & scheduled case conference**

Monday, February 4, 2013 11:17 AM

**From:** "Richards, Erica J." <ERichards@mofo.com>  
**To:** "rocio pichardo" <rj7sam1@yahoo.com>  
**Cc:** "Rosenbaum, Norman S." <NRosenbaum@mofo.com>, "JKrell@SilvermanAcampora.com" <JKrell@SilvermanAcampora.com>, "Ronald J. Friedman (RFriedman@SilvermanAcampora.com)" <RFriedman@SilvermanAcampora.com>

Mr. Pichardo,

As I indicated to you during our conversation on Friday, the sales of the Debtors' assets will not affect the process of reconciling proofs of claim filed against the estates.

Additionally, as you may know, the Bankruptcy Court has appointed the firm of SilvermanAcampora as special counsel to the Official Committee of Unsecured Creditors to assist with borrower-related matters. I have provided them with the background of your case, and have asked that an attorney from their firm reach out to you to discuss other concerns or questions you may have about your claims. I understand that they will be contacting you directly.

Regards,  
Erica

Erica Richards | Associate  
Morrison & Foerster LLP | www.mofo.com  
1290 Avenue of the Americas | New York, NY 10104  
E-mail: erichards@mofo.com  
T: 212-336-4320 | F: 212-468-7900

**From:** rocio pichardo [mailto:rj7sam1@yahoo.com]  
**Sent:** Friday, February 01, 2013 10:40 PM  
**To:** Richards, Erica J.  
**Subject:** CLAIM & scheduled case conference

Mrs. Richards;  
as per conversation with you today 2/1/2013, I requested you let me know how you would want to handle gmac issue. your response was that it would be paid through Estate sales proceeds. I asked that you send e-mail addressing this preferred to litigation in court. please be specific as this will result in deciding to postpone court action as gmac resolved bankruptcy.  
this in light that there are also non-monetary unresolved issue to action as per file.  
this is why I ask you to be specific, as this allows negotiation incentives that would help put some issues to rest.  
your prompt response is necessary, as for several months your offices have not not answer to inquiry, or correspondences to all representatives.  
should you have any question, though you are familiar with case, please do not hesitate to call tel 714 44-4207  
thank you  
julio pichardo

**LAW OFFICES OF SEVERSON & WERSON  
19100 KARMAN AVE STE700  
IRVINE CA, 92612**

**11/13/12**

**TO: MR JOEL TOFFAHA  
RE: GMAC LOAN ACCOUNT**

**ATT; MR TOFFAHA; AS GMAC REPRESENTATIVE FOR GMAC, IN  
CASE ACTION FILED FOR ALLEGED VIOLATIONS PRACTICES IN  
WHICH GMAC CLAIMED BANKRUPTCY AT DISTRICT COURT IN  
NEW YORK, SUBTITUTON IN CA CASE IS ENCLOSED HEREIN.**

**AS YOU KNOW, GMAC HAS RESTRICTED ME ANY ACCESS TO MY  
ACCOUNT. AS I UNDERSTAND BORROWERS HAVE ACCESS TO  
LOAN ACCOUNT AND THIS IS INDICATION OF IRREGULAR  
BANKING PRACTICES.**

**UPON CONTACTING YOU & GMAC NO ANSWER HAS BEEN  
GIVEN. THIS IS MY SECOND ATTEMPT TO REQUEST EVEN VIA  
CEERTIFIED MAIL.**

**THIS ADDS INSULT TO INJURY, AS SITUATION IS AGGRAVATED  
BY THIS ACTION.**

**SHOULD GMAC WANT TO RESOLVE ALL ISSUES, PLEASE  
INFORM ME PROMPTLY.  
I AWAIT YOUR EXPEDITED.  
THANK YOU.  
JULIO PICHARDO**



MAIL

**claim & upcoming case conference**

Monday, February 4, 2013 2:17 PM

From: "rocio pichardo" <rj7sam1@yahoo.com>  
To: "Justin S." <JKrell@SilvermanAcampora.com>  
4 Files (132KB)



Complain... YOFFAHA... Independ... ATTORNE...

As referred by Mrs Richards to you, as per my conversatio with you, enclosed please find complaint. there are additional issues which were not addressed before Judge Martin which were compounded by gmac's latest actions during the last year. gmac's rep severson & swerson were sent numerous certified mails containing such, of which no response were ever given, in addition other documents generated by Gmac given them controlling factors in case of inconsistancies which were later changed without any notifications while I was in hospital under medications. these grievances & irregularities show Gmac's alter ego disrespect for rule of law. Their repetitive gross abusive disregard of little people like myself, the sum of which caused me to deteriorate furhter due to unlawful actions.

in advisement, I was to take these up separate & severly from court action as addressed to sevweron & werson's. All & any further CA legal action will be addressed upon direct negotiations at such time they occur. In the meantime, you mentioned you would obtain all relevance documents from Serverson & Werson as mentioned by you.

you must appreciate the fact that all this has taken a toll on my family & myself, & the time transcurring which showed no solution in sight.

Should your resolve be to bring this chapter to a close you must be specific, as any unwillingness to diminish case will cause a breakdown & cause me to file for the additional grievances caused.

your prompt response is necessary.

thank you

julio pichardo

MAIL  
Classic

**RE: CLAIM & scheduled case conference**

Monday, February 4, 2013 12:36 PM

From: "Justin S. Krell" <JKrell@SilvermanAcampora.com>  
To: "rocio pichardo" <rj7sam1@yahoo.com>  
Cc: "Rosenbaum, Norman S." <NRosenbaum@mofo.com>, "Ronald J. Friedman" <RFriedman@SilvermanAcampora.com>, "Richards, Erica J." <ERichards@mofo.com>

Mr. Pichardo:

In follow-up to our conversation earlier today, kindly provide me with copies of the documents we spoke about and that you believe support your claim against the Debtors. Once I receive the documents I will forward them to the proper party for review.

Please feel free to contact me with any additional questions.

Best regards,

---

Justin S. Krell  
  
100 Jericho Quadrangle, Suite 300  
Jericho, New York 11753  
516.479.6326  
[JKrell@SilvermanAcampora.com](mailto:JKrell@SilvermanAcampora.com)  
[www.SilvermanAcampora.com](http://www.SilvermanAcampora.com)

**From:** Richards, Erica J. [mailto:ERichards@mofo.com]  
**Sent:** Monday, February 04, 2013 2:18 PM  
**To:** rocio pichardo  
**Cc:** Rosenbaum, Norman S.; Justin S. Krell; Ronald J. Friedman  
**Subject:** RE: CLAIM & scheduled case conference

Mr. Pichardo,

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Additionally, as you may know, the Bankruptcy Court has appointed the firm of SilvermanAcampora as special counsel to the Official Committee of Unsecured Creditors to assist with borrower-related matters. I have provided them with the background of your case, and have asked that an attorney from their firm reach out to you to discuss other concerns or questions you may have about your claims. I understand that they will be contacting you directly.

Regards,  
Erica

**Erica Richards** | Associate  
**Morrison & Foerster LLP** | [www.mofo.com](http://www.mofo.com)  
1290 Avenue of the Americas | New York, NY 10104  
E-mail: [erichards@mofo.com](mailto:erichards@mofo.com)  
T: 212-336-4320 | F: 212-468-7900

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this in light that there are also non-monetary unresolved issue to action as per file.  
this is why I ask you to be specific, as this allows negotiation incentives that would help put some issues to rest.  
your prompt response is necessary, as for several months your offices have not not answer to inquiry, or correspondences to all representatives.  
should you have any question, though you are familiar with case, please do not hesitate to call tel 714 44-4207  
thank you  
julio pichardo

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To ensure compliance with requirements imposed by the IRS, Morrison & Foerster LLP informs you that, if any advice concerning one or more U.S. Federal tax issues is contained in this communication (including any attachments), such advice is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

For information about this legend, go to  
<http://www.mofo.com/Circular230/>

Record & Return To:

GMAC Mortgage, LLC  
Attention: Loss Mitigation  
3451 Hammond Avenue  
Waterloo, IA 50702

[Space Above This Line For Recorder's Use]

### FIXED RATE LOAN MODIFICATION AGREEMENT

359019299  
1701107338

This Loan Modification Agreement ("Agreement") made this September 1, 2009 ("Effective Date") between ROCIO PICHARDO JULIO PICHARDO ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated July 31, 2003 in the original principal sum of One Hundred Ninety Nine Thousand Dollars and No Cents (\$ 199,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of ORANGE County, CA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 1201 EAST SUDENE AVENUE FULLERTON CA 92831-4711, which real property is more particularly described as follows:

#### (Legal Description – Attach as Exhibit if Recording Agreement)

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

\* Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Sixty Three Thousand Two Hundred Seventy Two Dollars and Eighty Seven Cents (\$ 63,272.87). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 1.00000% per year from the Effective Date.

as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

6. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.

7. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

8. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH

THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

Rocio Richardo  
ROCIO PICHARDO

Julio Richardo  
JULIO PICHARDO

**BORROWER ACKNOWLEDGMENT**

State of California  
County of Orange

On this 8 day of August 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared ROCIO PICHARDO JULIO PICHARDO personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

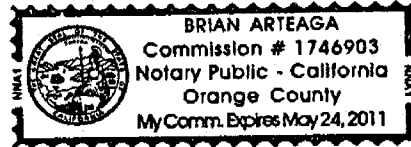
[Signature]  
Notary Public

My Commission Expires: May 24, 2011

GMAC Mortgage, LLC

By: Krista M Cava

Title: Limited Signing Officer



**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of BLACKHAWK

On this 10 day of Aug 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared KRIS M. CAVA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of GMAC Mortgage, LLC, and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE  
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Orange

On 8/8/09 before me, Brian Arteaga - Notary Public  
(Here insert name and title of the officer)

Personally appeared Rocio Richards, Julia Richards

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

(Notary Seal)





**DOCUMENTS SENT SHOWING MERITS ON CASE**

Monday, March 11, 2013 1:20 PM

From: "rocio pichardo" <rj7sam1@yahoo.com>

Cc: "EricaRichards" <ERichards@mofo.com>

Mrs. Richards; As per documents sent, showing merits on case, I like to point to paragraph inserted as your court documents show the term of any inconsistency these documents govern, is given to avoid conflicting past present or future issues.

As you know these terms are not used lightly, as they will be imposed.

You must explain to counsel that these documents are part of merits.

They show Gamco drawn documents indicating borrower has requested & lender has agreed to carry lien on the property, & liens do have deed of trust power. They stand on their own. They deal with principal as drawn, anything arising does grant liens inserted as carried causing Gamco to be second allowed. Requested liens documents sent date back to purchase of property for posted deposits with 9% interest & assignment of rent, promissory notes. Therefore the only recourse is have the judge impose governing power to documents per clear language. The governing showing principal was \$63,272.87 the sum of which is now about \$54,000.00, as payments have reduced loan principal to such.

Separate issues dealt in court documents are monetary in nature but these are merely non-monetary which will be implemented, but do show merits of inconsistencies & predatory patterns in nature. You must have Gamco revise documents showing Gamco loan subordinate to liens immediately.

I suggest counsel deal with this before it is presented again showing cause.

You must advise as previously done, should counsel not want remainder of claim/case negotiated.

In addition, I have shown that timely sent amount of about \$1,000.00 should have been applied to avoid hardship in monthly payments. This too is predatory.

I await your response to issues promptly.

Thank you.

Julio Pichardo